

RATE MSPS – METERING SERVICE PROVIDER SERVICE

* ORGANIZATION OF RATE MSPS

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 182)

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AVAILABILITY

APPLICABILITY.

This rate is applicable to any retail provider of unbundled metering service, other than the Company, certified by the Illinois Commerce Commission (ICC) and authorized to engage in the provision of Metering Service to retail delivery service customers in the Company's service territory. Such retail provider of unbundled metering service is defined herein as a Metering Service Provider (MSP).

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NATURE OF SERVICE

PURPOSE.

- * The purpose of this tariff is to define the circumstances when and the rates, terms, and conditions under which an MSP may provide Metering Service to the Company's retail customers taking service under Rate RCDS - Retail Customer Delivery Service (Rate RCDS).

METERING SERVICE.

Metering Service, as used in this tariff, shall mean the sixteen processes specified in this Metering Service section.

The MSP, as authorized by the Company's retail customers taking service under Rate RCDS, provides Metering Service to such retail customers subject to the terms of this tariff, the Company's Terms and Conditions, and such other tariffs as are applicable to the service being provided.

In providing Metering Service hereunder, the MSP is required to deploy an advanced metering system. An advanced metering system is any metering system that does not require on-site meter reading.

In providing Metering Service, the MSP is required to provide to each of the Company's retail customers it serves hereunder all of the processes comprising Metering Service at all of the metered electric service locations at each such retail customer's premises, upon which billing for delivery services is based. For any unmetered electric service locations at each such retail customer's premises, the MSP has the option of either installing a meter at any such location or having the responsibility for the determination of meter usage data for any such location remain with the Company. The processes that comprise Metering Service are:

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 183)

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NATURE OF SERVICE (CONTINUED)

METERING SERVICE (CONTINUED).

- (1) Meter Reading – On-site visual data retrieval from metering and/or data retrieval from metering on-site or remotely via a form of electronic communication using a computerized device as applicable. The meter reading data retrieval function includes the data retrieval functions detailed in Chapter 17 – “Meter Reading” of the Edison Electric Institute (EEI) HANDBOOK FOR ELECTRICITY METERING, Ninth Edition.
- (2) Meter Equipment Installation – The tasks associated with the physical assembly and placement of metering equipment for an electrical service. The meter equipment installation function includes the functions detailed in Chapter 13 – “The Customers’ Premises Service and Installations” of the EEI HANDBOOK FOR ELECTRICITY METERING, Ninth Edition.
- (3) Meter Equipment Exchange – The tasks associated with the physical removal and the installation of metering equipment at an electrical service. The meter equipment exchange function includes the functions detailed in Chapter 13 – “The Customers’ Premises Service and Installations” of the EEI HANDBOOK FOR ELECTRICITY METERING, Ninth Edition.
- (4) Meter Equipment Removal - The tasks associated with the physical extraction of metering equipment from an electrical service. The meter equipment removal function includes the functions detailed in Chapter 13 – “The Customers’ Premises Service and Installations” of the EEI HANDBOOK FOR ELECTRICITY METERING, Ninth Edition.
- (5) Maintenance of the Meter System Components – The remote or on-site testing, calibration, programming, modification, repair, and replacement of meter system components.
- (6) Meter Communications Device Installation and Maintenance – The remote or on-site installation, testing, calibration, programming, modification, repair, and replacement of meter communication devices.
- (7) Meter Equipment Provision - Providing metering equipment.
- (8) Initiating or Transfer of Metering Service – The removal, replacement, disabling, modification, or programming of the metering system for the purpose of establishing or changing the provider of Metering Service.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 184)

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NATURE OF SERVICE (CONTINUED)

METERING SERVICE (CONTINUED).

- (9) Meter Accuracy Testing –Tasks associated with verifying the accuracy of measurement of the metering equipment ultimately used for billing, in accordance with applicable standards for required testing contained in 83 Illinois Administrative Code, Part 460.
- (10) Meter Equipment Design and Engineering - Analyzing, specifying, and documenting the retail customer’s metering equipment requirements.
- (11) Meter Attribute Record Keeping – Keeping meter attribute records, including those specified in 83 Illinois Administrative Code Section 460.330, and any other such records required for the provision of Metering Service, subject to the Company’s standard protocols and practices for the provision of Metering Service.
- (12) Accept Raw Meter Data – The act of retrieving raw meter usage data to be used for billing from either the meter equipment directly, or from the entity performing the retrieval function.
- (13) Translate Data Into Format for Internal Processing – The act of converting raw meter usage data received into a convenient internal format for storage; archiving; validation, editing, and estimation (VEE); and other business processes.
- (14) Associate Meter Reads With Customer Identifiers for Use in Validation or Estimation – The verified matching of meter usage data with their corresponding customer matching records.
- (15) Validate, Edit, and Estimate Translated Meter Data – The act of checking the retail customer’s translated meter usage data against thresholds for errors and/or omissions equal or superior to threshold standards published by the Company using estimation procedures to correct and edit meter usage data that fail the data integrity check equal or superior to estimation procedure standards published by the Company.
- (16) Translate Data Into Common Formats and Posting to Server – The act of converting the VEE data into formats compatible with the Company’s standard format and posting to a server accessible to applicable market participants.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

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NATURE OF SERVICE (CONTINUED)

RELATIONSHIP OF THE RETAIL CUSTOMER, THE MSP, AND THE COMPANY HEREUNDER.

- * The Company's retail customer purchases delivery services from the Company pursuant to Rate RCDS and other applicable tariffs of the Company. The MSP and the Company interact in accordance with the terms and conditions of this tariff, other applicable tariffs of the Company, and the Rate MSPS Contract. The retail customer provides written authorization to the MSP to have the MSP provide Metering Service to such retail customer in lieu of such retail customer receiving metering service from the Company. The MSP provides Metering Service as described in the Metering Service section of the Nature of Service part of this tariff to such retail customer pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to the provision of such Metering Service to such retail customer and shall not be bound by any term, condition, or provision or agreement for such service. The MSP is not an agent of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.

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DEFINITIONS

Advanced Metering System

An advanced metering system means any metering system that does not require on-site meter reading.

Company

Company means Commonwealth Edison Company.

Customer

Customer or retail customer means the same as "retail customer" as defined in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102).

Effective Switch Date

Effective Switch Date, as used in this tariff, means that date that a customer's election of a different provider of metering service becomes effective, as described in the Switching Metering Service Providers section of the Switching and Termination part of this tariff.

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DEFINITIONS (CONTINUED)

ICC

ICC means the Illinois Commerce Commission.

Meter Exchange Date

Meter Exchange Date, as used in this tariff, means the date of a meter's removal from or installation at a retail customer's premises to implement a switch in providers of metering service.

Metering Service

Metering Service, as used in this tariff, means the sixteen processes specified in the Metering Service section of the Nature of Service part of this tariff.

Metering Service Provider (MSP)

Metering Service Provider (MSP) is any retail provider of unbundled Metering Service, other than the Company, certified by the ICC and authorized to engage in the provision of Metering Service to retail delivery service customers in the Company's service territory.

On-site

On-site means at the premises of the Company's retail customer.

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APPLICATION FOR AND COMMENCEMENT OF SERVICES

PREREQUISITES FOR SERVICE.

Before commencing service hereunder, an MSP shall comply with the following prerequisites for service. Such MSP shall:

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1. demonstrate that it has the ability to meet all the continuing obligations described in the Continuing Obligations section of the Technical and Operational Requirements part of this tariff;

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 187)

*** APPLICATION FOR AND COMMENCEMENT OF SERVICES (CONTINUED)**

PREREQUISITES FOR SERVICE (CONTINUED).

2. be up to date in all payments to the Company for any previous services provided;
3. demonstrate through the successful completion of the Company's testing program, the ability to electronically transmit Direct Access Service Requests (DASRs) for Metering Service to the Company, electronically provide meter attribute records to the Company, electronically provide meter usage data to the Company, and electronically send and receive any other applicable information transmissions to and from the Company;
- * 4. file with the Company all applicable documents in accordance with the Financial Requirements section of the Technical and Operational Requirements part of this tariff; and
5. execute a Rate MSPS Contract with the Company for service hereunder.

*** RATES AND CHARGES**

CHARGES.

*** Meter Reading Charges**

For each of the Company's retail customers that elects to be provided with Metering Service from the MSP, the Company will obtain readings from each Company-provided meter at such retail customer's premises in accordance with the provisions in the Switch from the Company to the MSP subsection of the Meter Exchanges section of the Switching and Termination part of this tariff. The Company shall charge the MSP for obtaining such meter readings as follows:

For any retail customer except those in the Over 10,000 kW Delivery Service Customer Class or Railroad Delivery Service Customer Class:

Single Day Switch

There is no charge.

(Continued on Sheet No. 187.2)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 187.1)

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RATES AND CHARGES (CONTINUED)

CHARGES (CONTINUED).

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Meter Reading Charges (Continued)

Multiple Day Switch

For situations in which the Company reads Company-provided meters at a retail customer's premises after such retail customer's Effective Switch Date as defined in the Switching Metering Service Providers section of the Switching and Termination part of this tariff but on or before any such meter's Meter Exchange Date as defined in the Meter Exchanges section of the Switching and Termination part of this tariff, the following charges are applicable to the MSP for each visit made to the retail customer's premises:

Charge for the first meter read\$12.51
Charge for each additional meter read\$1.25

For any retail customer in the Over 10,000 kW Delivery Service Customer Class or Railroad Delivery Service Customer Class:

For situations in which the Company reads Company-provided meters at a retail customer's premises in connection with the exchange of any such meter, the following charge is applicable to the MSP:

Charge for each meter read\$1.25

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Metering Equipment Removal Charges

For any retail customer that elects to be provided with Metering Service from the MSP and that is in the Over 10,000 kW Delivery Service Customer Class or Railroad Delivery Service Customer Class or in certain other circumstances, because of safety, reliability, or data integrity risks, which at the determination of the Company require the Company to remove Company-provided metering equipment from the retail customer's premises, the Company shall remove Company-provided metering equipment from the customer's premises and the following charges are applicable to the MSP for each visit made to the retail customer's premises:

Single Phase Meters

Charge for the first meter removed.....\$36.87
Charge for each additional meter removed.....\$16.38

Three Phase and Transformer-Rated Meters (at or under 500 volts)

Charge for the first meter removed.....\$46.49
Charge for each additional meter removed.....\$23.15

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 187.2)

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RATES AND CHARGES (CONTINUED)**CHARGES (CONTINUED).**

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Metering Equipment Removal Charges (Continued)

Transformer-Rated Meters (over 500 volts)

Charge for the first meter removed.....\$58.33

Charge for each additional meter removed.....\$29.19

Instrument Transformers

Current Transformers only

Charge for the first set removed.....\$45.78

Charge for each additional set removed.....\$22.44

Current Transformers and Potential Transformers

Charge for the first set removed.....\$85.13

Charge for each additional set removed.....\$55.99

Cellular Telephones

Charge for the first telephone removed.....\$45.75

Charge for each additional telephone removed.....\$22.41

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MSP–Requested Work Charges

For situations in which the Company performs work at the request of the MSP, the following hourly rates are applicable to the MSP:

Single Phase Work Charge.....\$40.99/Hour

Three Phase and Transformer-Rated (at or under 500 volts)

Work Charge\$46.68/Hour

Transformer-Rated (over 500 volts) Work Charge.....\$58.29/Hour

Lost Equipment Charges

For situations in which the MSP fails to return to the Company a Company-provided meter after any such meter is removed from a retail customer's premises by the MSP, the Company shall charge the MSP for the replacement cost of any such meter.

Late Payment Charge

The late payment charge provided for in the Terms and Conditions of this Schedule of Rates shall be applicable to all charges under this rate.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 187.3)

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METERING

EQUIPMENT AND EQUIPMENT DEMARCATION.

MSP Equipment

Any safety and security requirements stated in this MSP Equipment subsection are not exclusive of other requirements applicable to such facilities or activities, and compliance with all such requirements is the responsibility of the MSP.

Identification

All metering equipment must be clearly marked with the name of the MSP. All meters must be identified by number utilizing a meter numbering standard in accordance with the American National Standards Institute (ANSI) standard ANSI C12.10 (1997). Such number shall be used in all applicable data exchanges and shall be labeled on the meter in accordance with ANSI C12.10 (1997).

Standards

All metering equipment shall, at a minimum, meet applicable standards set forth in Section 4.7 of the ANSI Code for Electricity Metering (1995 Edition, approved June 12, 1995) and any other applicable federal, state, and local codes.

All equipment used in the calibration of metering equipment must meet the standards of the National Institute of Standards and Technology (NIST), and the calibration intervals of such equipment shall not exceed the intervals provided in 83 Illinois Administrative Code Section 460.360 and shall be consistent with any other applicable regulations.

Installation

The MSP is responsible for obtaining any inspections required by local, municipal, or other applicable authority prior to the installation of MSP-provided equipment.

The MSP shall ensure that all installations are performed in accordance with the then effective National Electric Code (NEC) and any other applicable regulations required by local, municipal, or other applicable authorities, as well as the Company's rules and practices.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

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METERING (CONTINUED)

EQUIPMENT AND EQUIPMENT DEMARCATION (CONTINUED).

MSP Equipment (Continued)

Installation (Continued)

Before a metering installation is considered complete, the MSP must: (i) establish meter registration through observation of the display for electronic meters or the disk for electromechanical meters, (ii) attempt to induce load and verify forward rotation, (iii) check any pulse outputs from the meter to ensure correct functionality, and (iv) check any communication channel that is to be used for remote interrogation or programming of the meter.

Within five (5) business days after installation of a meter capable of being read remotely, the MSP shall check that such meter and the remote meter reading system used for such meter are working properly.

Securing and Sealing Metering Equipment

Detachable meters shall be secured into the meter socket. At a minimum, such securing shall be provided with a seal. The seal shall be a non-lead-based seal which contains the identity of the MSP. For retail customer premises that have a life support device or equipment, the seal shall be either white with red lettering or red with white lettering, in accordance with applicable Occupational Safety and Health Administration (OSHA) requirements, and must have the caduceus symbol on it.

In circumstances in which an energized meter socket does not have a meter installed, such socket shall be covered and secured with a seal or lock in accordance with applicable OSHA requirements.

Testing and Maintaining Equipment

The MSP is obligated to establish maintenance and testing programs that meet or exceed the requirements contained in 83 Illinois Administrative Code Section 460.360 and any other applicable regulations. If service to the retail customer will be or will likely be interrupted as a result of actions taken by the MSP in testing or maintaining MSP-provided equipment, the MSP shall notify such retail customer prior to taking such actions.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 189)

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METERING (CONTINUED)

EQUIPMENT AND EQUIPMENT DEMARCATION (CONTINUED).

MSP Equipment (Continued)

Inspections

The MSP must perform site inspections during each visit to a retail customer's premises at which the MSP has equipment installed pursuant to this tariff. Such inspections shall be in accordance with 83 Illinois Administrative Code Section 460.610 and any other applicable regulations, and shall also include the following:

- a. a visual inspection to ensure no electrical or other safety or environmental hazard exists;
- b. a visual inspection to ensure no electrical hazard exists;
- c. a visual inspection of the meter and associated equipment to ensure that it is correctly identified and has correct characteristics for the delivery service being provided to the retail customer at such service point;
- d. a visual inspection for evidence of theft of service; and
- e. a visual inspection to ensure that proper seals and stickers are in place, including life support seals, if applicable.

Defective Equipment

The MSP shall immediately notify the Company of any MSP-provided equipment that is identified as being inoperative or defective. The MSP is obligated to repair or replace any such equipment in accordance with the EEI HANDBOOK FOR ELECTRICITY METERING, Ninth Edition. The MSP is responsible for repairing or replacing any such equipment within five (5) business days of such identification. If such repair or replacement is not completed within five (5) business days of such identification, the Company shall have the right to remove such equipment and replace it with Company-provided equipment.

If service to the retail customer will be or will likely be interrupted as a result of actions taken by the MSP in repairing or replacing MSP-provided equipment, the MSP shall notify such retail customer prior to taking such actions.

Notwithstanding the aforementioned notification provisions of this Defective Equipment subsection, if the MSP discovers that a safety hazard exists due to any MSP-provided equipment, the MSP shall be responsible for immediately repairing or replacing such equipment and shall not leave such equipment unattended until the hazardous situation has been corrected. Any such situation and the conditions of its resolution shall be reported to the Company.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 190)

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METERING (CONTINUED)**EQUIPMENT AND EQUIPMENT DEMARCATION (CONTINUED).****Equipment Demarcation**

For a self-contained metering installation, the demarcation point between MSP-provided facilities and Company-provided facilities is the supply line side terminals of the meter connection device. If the meter connection device has an integrated bypass provision, such bypass means is considered to be MSP-provided metering equipment.

For a transformer-rated metering installation, the demarcation point is the meter side terminals of the test switches installed nearest to the supply line side of the meter. The Company and the MSP may both operate the test switches, subject to applicable protocols. However, ownership, maintenance, and repair of such test switches shall remain the responsibility of the Company. For a transformer-rated metering installation using an integrated bypass provision in lieu of test switches, the bypass means is considered MSP-provided metering equipment.

With respect to meter outputs, the demarcation point is the connection or transition device used to provide meter communication to an external device. For internal or external modem communications, the modem is considered to be MSP-provided metering equipment. For land-based telephone communications, the point of demarcation is the retail customer's terminals of the telephone interface device. For wireless communications, the entire communications unit is considered MSP-provided metering equipment. For pulse output, any isolation device is considered MSP-provided metering equipment. For serial communications, the demarcation point is the connector or terminal to which the meter output lead is attached.

Current transformers (CTs) and potential transformers (PTs) and related wiring up to and including the demarcation point is considered to be Company-provided distribution equipment. If the MSP requires or requests the Company to have new or different equipment installed, the Company will install such equipment pursuant to the terms of Rider 6 – Optional or Non-Standard Facilities (Rider 6) and Rider 7 – Meter Lease (Rider 7), or a competitive service contract. The MSP shall be allowed to conduct its own noninvasive testing of CTs and PTs, subject to applicable protocols. Collectively, CTs and PTs are defined as instrument transformers.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 191)

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METERING (CONTINUED)

EQUIPMENT AND EQUIPMENT DEMARCATION (CONTINUED).

Equipment Demarcation (Continued)

The MSP shall be allowed to access the Company's instrument transformer compartment associated with MSP-provided metering for the purpose of verifying transformer ratios used to determine meter usage data. The MSP shall notify the Company of the date and the time of such activity. If the MSP gains access to the instrument transformer compartment by cutting the Company's lock to such compartment, without appropriate Company personnel present, the MSP shall secure the compartment with a locking device equivalent to that of the Company.

Except as provided in this Equipment Demarcation subsection, the MSP shall not alter, modify, operate, change, or otherwise access Company-provided equipment.

Company Equipment

Company equipment shall include all facilities on the Company's side of the point of equipment demarcation up to and including the point of equipment demarcation.

METER ATTRIBUTE RECORDS.

Meter attribute records contain the meter identifier, manufacturer, phase, form, voltage, constants, meter test data, life support status, bypass status, and other descriptive information regarding the meter, as applicable, required by the Company to perform the billing, identification, servicing, and tracking of the Company's retail customers in accordance with the Company's standard practices, obligations, and rights provided in its Schedule of Rates, applicable tariffs on file with the Federal Energy Regulatory Commission (FERC), and any other applicable tariffs and rules under which the Company provides service, as they may change from time to time.

The MSP shall maintain meter attribute records in accordance with 83 Illinois Administrative Code Section 460.330, and consistent with any other applicable regulations.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

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METERING (CONTINUED)**METER ATTRIBUTE RECORDS (CONTINUED).**

For each of the Company's retail customers for which the MSP is providing Metering Service, the MSP shall provide to the Company meter attribute records for each meter deployed for such retail customer. Meter attribute records shall be provided to the Company electronically. The MSP shall notify the Company immediately of a change in the meter identifier for any of the MSP-provided meters. The MSP shall notify the Company immediately of any information the MSP obtains regarding the need for a change in the life support status of any of the MSP-provided meters. The MSP shall notify the Company within two (2) business days of a change in the manufacturer, constant, voltage, form, or bypass status for any of the MSP-provided meters. Upon the request of the Company, the MSP shall provide the Company with meter test data, including the reason for the test; the date of the test and the reading of the meter; the name of the person performing the test; creep test results; accuracy as found and as left, carried out to tenths of a percent (0.X%); and test methods employed and calculations performed. Such meter attribute records shall be provided to the Company within two (2) business days of the Company's request for such records.

The MSP shall notify the Company of any discrepancy in any of its meter attribute records within two (2) business days of the discovery of such discrepancy. Any corrective action required to be performed by the MSP to resolve such discrepancy shall be made in a timely manner.

METER USAGE DATA.

The MSP must provide the Company with meter usage data required by the Company to perform the billing, identification, and tracking of the Company's retail customers in accordance with the Company's standard practices, obligations, and rights provided in its Schedule of Rates, applicable tariffs on file with the FERC, and any other applicable tariffs and rules under which it provides service, as they may change from time to time. Such data is to be provided for each of the Company's retail customers for which the MSP is providing Metering Service, and such data is to be provided electronically on a meter-by-meter basis as applicable.

Monthly meter usage data for each retail customer for which the MSP is providing Metering Service shall be provided to the Company in accordance with a schedule utilizing the Company's regularly scheduled meter reading or billing cycle date for such retail customer.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 193)

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METERING (CONTINUED)

METER USAGE DATA (CONTINUED).

For each of the Company's retail customers for which the MSP provides Metering Service, the MSP is responsible for the procurement and maintenance of meter usage data in accordance with standards for meter usage data, including standards for accuracy, performance, and timeliness, equal or superior to standards for meter usage data published by the Company. Such procurement and maintenance is to be performed prior to the provision of such meter usage data to the Company by the MSP.

The MSP must notify the Company of any discrepancy in any of its meter usage data within one (1) business day of the discovery of such discrepancy. Any corrective action required to be performed by the MSP to resolve such discrepancy shall be made in a timely manner.

The MSP shall keep and maintain thirty-six (36) months of meter usage data for each of the Company's retail customers for which the MSP is providing Metering Service. The most recent twelve (12) months of such meter usage data for any such retail customer shall be made available to the Company within three (3) business days of the Company's request for such meter usage data and such meter usage data that is more than twelve (12) but less than thirty-seven (37) months old shall be made available to the Company within ten (10) business days of the Company's request for such meter usage data.

The MSP shall take reasonable measures to ensure the confidentiality of all meter usage data.

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In the circumstance in which a retail customer elects the MSP to provide such retail customer with Metering Service, the MSP is responsible for meter usage data for each MSP-provided meter located at the premises of such retail customer as of the time of the physical installation of each such meter on the Meter Exchange Date for such meter as defined in the Meter Exchanges section of the Switching and Termination part of this tariff.

(Continued on Sheet No. 195)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 194)

*

METERING (CONTINUED)

METER USAGE DATA (CONTINUED).

- * In a subsequent circumstance in which a retail customer elects the Company to provide such retail customer with metering service, the Company is responsible for meter usage data for each Company-provided meter located at the premises for such retail customer as of the time of the physical installation of each such meter on the Meter Exchange Date for such meter. With a switch involving transferring the provision of Metering Service from the MSP to the Company, the MSP shall provide to the Company meter usage data obtained from the MSP-provided meters for the period from the Effective Switch Date for such retail customer to the time of the physical removal of each such MSP-provided meter on each such meter's Meter Exchange Date within two (2) business days after the MSP obtains meter readings from the MSP-provided meters as described in the Switch from the MSP to the Company subsection of the Meter Exchanges section of the Switching and Termination part of this tariff.

* **SUBTRACTIVE METERING.**

Subtractive metering situations exist when a meter (Prime Meter) measures the electrical usage of one retail customer (Prime Customer) as well as the separately metered electrical usage of one or more other retail customers (Subtractive Customer(s)), such that the metered electrical usage of the Subtractive Customer(s) must be subtracted from that measured by the Prime Meter for purposes of billing the Prime Customer. In such cases, the meters that explicitly measure the electrical usage of the Subtractive Customer(s) are considered to be Subtractive Meters. Any Subtractive Customer that is eligible to elect Metering Service may elect to obtain such Metering Service for only those Subtractive Meters that serve such Subtractive Customer.

Any Prime Customer that is eligible to elect Metering Service may elect to obtain such Metering Service for only those Prime Meters that serve such Prime Customer. In a subtractive metering situation in which one or more MSPs are providing service to one or more retail customers, each MSP shall read the meter(s) corresponding to the retail customer(s) for which such MSP is providing Metering Service. Such MSP shall provide meter usage data for such meter(s) to the Company. The Company shall then subtract the meter usage data of the Subtractive Meter(s) from the gross meter usage data of the Prime Meter(s). If the Prime Customer is receiving Metering Service from an MSP, the Company shall provide the net Prime Meter meter usage data to such MSP.

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RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 195)

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BILLING, PAYMENT, AND REMITTANCE

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Payment of bills by an MSP for services provided hereunder shall be made in accordance with the Payment of Bills section in the Terms and Conditions of this Schedule of Rates.

Under no circumstances will the Company be obligated to collect unpaid balances, take credit action, or disconnect delivery service to a retail customer that owes monies to the MSP and not the Company.

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ELECTRONIC DATA EXCHANGE

Electronic exchange of data between the Company and the MSP taking service hereunder shall be performed in accordance with the Company's standard practices, procedures, and systems employed for such exchanges.

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TECHNICAL AND OPERATIONAL REQUIREMENTS

CONTINUING OBLIGATIONS.

After commencing service hereunder, the MSP shall comply with the following continuing obligations. Such MSP shall:

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1. maintain responsibility for the provision of and provide all sixteen (16) processes for Metering Service as provided in the Metering Service section of the Nature of Service part of this tariff for each retail customer for which the MSP is providing Metering Service;

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2. deploy and maintain advanced metering systems as described in the Metering Service section of the Nature of Service part of this tariff for each of the Company's retail customers for which the MSP is providing Metering Service. However, the MSP may manually read MSP-provided meters provided hereunder for a reasonable period of time until the completion of its communications system. Additionally, the MSP may at any time rely on manual meter reading for up to five percent (5%) of the MSP-provided meters in service at retail customer premises, or five hundred (500) meters, whichever is greater;

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3. meet all the obligations described in the Technical Requirements and Financial Requirements sections of this Technical and Operational Requirements part of this tariff;

(Continued on Sheet No. 197)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 196)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)**

CONTINUING OBLIGATIONS (CONTINUED).

4. abide by all the terms and conditions of its Rate MSPS Contract with the Company;
5. reasonably cooperate with the Company as necessary to ensure that all associated tasks required to be performed by either the Company or the MSP to administer this tariff are completed for each retail customer for which the MSP is providing Metering Service;
6. maintain the ability, as demonstrated through the successful completion of the Company's testing program, to electronically transmit DASRs for Metering Service to the Company, electronically provide meter attribute records to the Company, electronically provide meter usage data to the Company, and electronically send and receive any other applicable information transmissions to and from the Company;
7. keep each DASR and written authorization for each retail customer located in the Company's service territory for which the MSP is providing Metering Service on file for a period of no less than two (2) years. The MSP shall only submit a DASR after the MSP has obtained the retail customer's written authorization that the MSP is to be the retail customer's provider of Metering Service; and
8. provide meter attribute records and meter usage data to the Company in a reasonable and timely manner so that the Company can fulfill its obligations under its tariffs and perform its business functions.

The Company shall comply with the following continuing obligations. The Company shall:

1. reasonably cooperate with the MSP to ensure that any transfer of the provision of Metering Service from the Company to the MSP occurs in a timely and orderly manner for each of the Company's retail customers that authorizes the MSP to provide such retail customer with Metering Service;
2. abide by all the terms and conditions of its Rate MSPS Contract with the MSP;

(Continued on Sheet No. 198)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 197)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)**

CONTINUING OBLIGATIONS (CONTINUED).

3. accept meter usage data provided by the MSP as needed for the Company's retail customers taking service under Rate RCDS for which the MSP is providing Metering Service;
4. archive meter usage data it has obtained from the MSP as needed for the Company's retail customers taking service under Rate RCDS for which the MSP is providing Metering Service; and
5. reasonably cooperate with the MSP as necessary to ensure that all associated tasks required to be performed by either the Company or the MSP to administer this tariff are completed for each retail customer for which the MSP is providing Metering Service.

TECHNICAL REQUIREMENTS.

The knowledge, skills, and competence levels to be demonstrated by the MSP shall be consistent with those generally required of or by the electric utilities in Illinois with respect to their employees and shall be in accordance with 83 Illinois Administrative Code, Part 460.

General Qualifications

Meter workers performing services on behalf of the MSP must be trained and must exercise due care in performing their duties. An MSP employee that performs meter work for retail customers within the Company's service territory is required to have appropriate identification, indicating the worker's employer and the class of meter work the worker is qualified to perform whenever performing meter work. MSP employees shall perform their duties in accordance with 83 Illinois Administrative Code Section 460.500.

Meter Worker Qualifications

The MSP shall employ and certify only those meter workers whose qualifications meet or exceed those provided in 83 Illinois Administrative Code, Part 460, Subpart E. Such meter workers shall perform their duties in accordance with 83 Illinois Administrative Code, Part 460, Subpart E.

(Continued on Sheet No. 199)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 198)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)**

TECHNICAL REQUIREMENTS (CONTINUED).

Staffing Requirements

An MSP served hereunder shall maintain a qualified technical staff on duty or on call twenty-four (24) hours each day to operate and maintain the MSP-provided metering equipment and Metering Service processes. This technical staff shall include a person with previous experience of at least two years demonstrated electric metering experience and a person with at least two years operational experience. The person(s) used to meet the operational experience requirements shall have at least one year of information management experience and one year of technical advisory experience. The MSP shall provide to the Company and maintain a telephone number, fax number, and address where its staff can be directly reached at all times. Maintenance of an answering service or machine, pager, or similar message-taking procedure does not satisfy this requirement.

Quality Assurance

The Company shall have the right to investigate and verify that the MSP is correctly and accurately performing the processes comprising Metering Service. Such investigations and verifications may include the submission by the Company to the MSP of test data. The Company may in its discretion accept the results of an audit conducted for the MSP by an independent certified public accountant in lieu of conducting all or a portion of its own investigation. The rights of the Company under this Quality Assurance subsection shall not limit the Company's other rights to investigate the accuracy of meter usage data and its bills and shall not limit the remedies the Company may exercise if data provided by an MSP are determined to be incorrect or inaccurate.

FINANCIAL REQUIREMENTS.

Creditworthiness

The MSP shall be required to maintain its creditworthiness as follows:

- (1) The MSP must be able to demonstrate through the provision of a Dun & Bradstreet Business Information Report that it has, at a minimum, a Composite Credit Appraisal of three (3) or lower and a PAYDEX score of seventy (70) or higher; or

(Continued on Sheet No. 200)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 199)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)**

FINANCIAL REQUIREMENTS (CONTINUED).

Creditworthiness (Continued)

- (2) If the MSP does not have a Dun & Bradstreet Composite Credit Appraisal, the MSP must be able to demonstrate through the provision of an Experian Small Business Intelliscore Report that it has, at a minimum, an Intelliscore of sixty-three (63) or higher.

Such report provided to demonstrate the MSP's creditworthiness shall be provided to the Company prior to commencement of service hereunder and annually thereafter. Such report shall be no more than thirty (30) days old at the time it is provided to the Company.

Insurance

The MSP shall be required to have insurance coverage as provided in (1) or (2) as follows:

- (1) **Commercial General Liability Insurance, Including Bodily Injury and Property Damage Coverage.** Such coverage shall be for a minimum of \$5,000,000 per occurrence with an annual aggregate limit of not less than \$5,000,000. Such coverage shall provide against third party injury, including death, and third party property damage; including, without limitation, injury to any retail customer and the employees and agents of such retail customer and the Company, and damage to the property of such retail customer and the Company, caused by any act or omission of the MSP or of its employees, contractors, or other agents, in the conduct of the MSP's business. Such coverage shall recognize claims brought against the MSP by its retail customers, the entity supplying electricity to any such retail customer, and the Company. Such coverage shall be valid for a period of not less than one year.

The foregoing coverages shall be primary and shall not require contribution. The MSP may provide the coverages through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies. However, the total limits of liability shall not be less than the limits set forth above.

(Continued on Sheet No. 201)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 200)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)**

FINANCIAL REQUIREMENTS (CONTINUED).

Insurance (Continued)

Certificate(s) of Insurance

Certificate(s) of Insurance shall be filed with the Company prior to commencement of service hereunder. If the MSP renews or makes changes in its insurance coverage, such insurance coverage must be continuous and without interruption. New Certificate(s) of Insurance shall be filed with the Company no later than thirty (30) days prior to the date that any such renewal or change becomes effective. The Certificate(s) of Insurance and the insurance policies required by this section shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, or subjected to reduction in the limits in any manner until at least thirty (30) days' prior written notice (ten (10) days' in the case of nonpayment of premium) has been given to the Company. The Company may inspect any or all policies of insurance at any time.

Ratings

All insurance coverage shall be provided by insurance companies having ratings of A minus (A-) or better and financial sizes of VII or larger in the latest edition of Best's Key Rating Insurance Guide or its successor that is in effect as of the issuance date of the Certificate(s) of Insurance described in this Insurance subsection of this Financial Requirements section. If any such insurance coverage is provided by an insurance company for which the rating or financial size in a subsequent edition of Best's Key Rating Insurance Guide or its successor is downgraded below such minimum required rating or financial size, the MSP shall obtain new insurance coverage within thirty (30) days of such downgrade provided by an insurance company meeting or exceeding such minimum rating and financial size.

(Continued on Sheet No. 202)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 201)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)****FINANCIAL REQUIREMENTS (CONTINUED).****Insurance (Continued)**

- (2) **Self-Insurance Coverage.** The MSP may self-insure its liability exposure if it is authorized by the Illinois Industrial Commission to provide self-insurance for its obligations under the Workers' Compensation Act of Illinois (820 ILCS 305). A copy of the MSP's Self-Insurance Certificate of Approval under Section 4 of the Workers' Compensation Act of Illinois or the related rules (50 Illinois Administrative Code 7100.70) shall be filed with the Company prior to commencement of service hereunder. If the MSP is required to furnish security, indemnity, bond, or other provision for securing its workers' compensation obligations, then it shall provide an unconditional guarantee, surety bond, or standby letter of credit, or establish an escrow account to cover liability obligations that may be caused by any act or omission of such MSP or of its employees, contractors, or other agents, in the conduct of such MSP's business. Such unconditional guarantee, surety bond, or standby letter of credit shall be issued in an amount of \$5,000,000 that shall be valid for a period of not less than one year, and shall be renewed or replaced each year thereafter. If the MSP fails to maintain authorization from the Illinois Industrial Commission to provide self-insurance for its obligations under the Workers' Compensation Act of Illinois, the MSP must obtain insurance coverage as provided in clause (1) in this Insurance subsection to be effective immediately upon such loss of authorization. The MSP's insurance coverage must be continuous and without interruption.

Unconditional Guarantee

The guarantor shall be an affiliate of the MSP that maintains at least one of the following commercial paper ratings: A-2 or higher from Standard & Poor's or its successor, P-2 or higher from Moody's Investor Service or its successor, D-2 or higher from Duff & Phelps or its successor, or F-2 or higher from Fitch IBCA or its successor; or at least one of the following long term credit ratings: BBB- or higher from Standard & Poor's or its successor, Baa3 or higher from Moody's Investor Service or its successor, BBB- or higher from Duff & Phelps or its successor, or BBB- or higher from Fitch IBCA or its successor. The MSP shall provide to the Company a copy of the rating agency reports that present the ratings of the affiliate that is the guarantor and the unconditional guarantee prior to commencement of service hereunder and at any time such

(Continued on Sheet No. 203)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 202)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)**

FINANCIAL REQUIREMENTS (CONTINUED).

Insurance (Continued)

Unconditional Guarantee (Continued)

unconditional guarantee is changed or renewed. If any such unconditional guarantee is provided by a guarantor for which the commercial paper rating or long term credit rating is downgraded below the aforementioned minimum required rating, the MSP shall obtain a new unconditional guarantee within thirty (30) days of such downgrade provided by a guarantor meeting or exceeding such minimum rating or obtain other acceptable credit assurance in accordance with this Insurance subsection.

Surety Bond

The surety bond or surety bonds shall be issued by a surety authorized to transact business in the State of Illinois. The MSP shall provide to the Company a copy of the surety bonds, and the authorization for the surety to transact business in the State of Illinois prior to commencement of service hereunder and at any time any such surety bond is changed or renewed. Any such surety bond shall be valid for a period of not less than one year, and shall be renewed or replaced each year thereafter. The issuer of any such surety bond must, at a minimum, be among issuers of surety bonds identified as acceptable sureties or reinsurers on federal bonds in Circular 570 of the United States Department of Treasury, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," that is in effect as of the date the surety bond is issued. Such issuer may not underwrite more than the amount specified in such Circular 570 and must be licensed in the State of Illinois. If any such surety bond is provided by an issuer that is subsequently removed from the listing of issuers of surety bonds identified as acceptable sureties or reinsurers on federal bonds in any subsequent publication of such Circular 570, the MSP shall obtain a new surety bond or bonds within thirty (30) days of such removal from the listing provided by an issuer meeting such minimum requirement or obtain other acceptable credit assurance in accordance with this Insurance subsection.

(Continued on Sheet No. 204)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 203)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)****FINANCIAL REQUIREMENTS (CONTINUED).****Insurance (Continued)****Standby Letter of Credit**

The standby letter of credit shall be irrevocable and issued by a financial institution with a long term obligation rating of A- or higher from Standard & Poor's or its successor, A3 or higher from Moody's Investor Service or its successor, A- or higher from Duff & Phelps or its successor, or A- or higher from Fitch IBCA or its successor. The MSP shall provide to the Company a copy of the standby letter of credit, and the ratings agency report that presents the long term obligation rating of the financial institution extending the credit prior to commencement of service hereunder and at any time such standby letter of credit is changed or renewed. If any such standby letter of credit is provided by a financial institution for which the long term obligation rating is downgraded below the aforementioned minimum required rating, the MSP shall obtain a new standby letter of credit within thirty (30) days of such downgrade provided by a financial institution meeting or exceeding such minimum rating or obtain other acceptable credit assurance in accordance with this Insurance subsection.

Escrow Account

Deposits under escrow agreements shall be cash, negotiable United States government bonds, or negotiable general obligation bonds of the State of Illinois. Such cash or bonds shall be deposited in escrow with any state or national bank or trust company having trust authority in the State of Illinois. Securities used to fund an escrow account shall have at all times a market value at least equal to \$5,000,000, the minimum amount of commercial general liability insurance required under 83 Illinois Administrative Code Section 460.100 (b)(1). The MSP shall provide to the Company the name and business address of the escrow agent, the authorization giving the escrow agent trust authority in the State of Illinois, and a copy of a statement from the escrow agent detailing the type and amount of funds deposited in the escrow account prior to commencement of service hereunder and at any time such escrow agreement is changed or renewed.

(Continued on Sheet No. 205)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 204)

*** TECHNICAL AND OPERATIONAL REQUIREMENTS (CONTINUED)***** OPERATIONAL REQUIREMENTS.**

For situations in which a retail customer that is provided with Metering Service by the MSP has any of its electric service locations changed, revised, moved, or removed, or has a new electric service location installed, the MSP shall change, revise, move, remove, or install MSP-provided metering equipment as required in accordance with a schedule determined by the Company to accommodate such change, revision, move, removal, or installation of such electric service location used to deliver electric power and energy to such retail customer.

*** SWITCHING AND TERMINATION****SWITCHING METERING SERVICE PROVIDERS.**

In the event that a retail customer taking service under Rate RCDS elects to switch to a different provider of unbundled metering service, such election shall be effective on the Company's next regularly scheduled meter reading or billing cycle date for such retail customer, provided that such effective date shall be at least seven (7) calendar days after the Company receives notification of such election in a separate, valid DASR for such retail customer from such different provider. Such notification shall be included in a different DASR than the DASR submitted in accordance with the provisions in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Service part of Rate RCDS which informs the Company of the retail customer's selection of a different provider of electric power and energy supply services. Such effective date shall be defined herein as the Effective Switch Date. Notwithstanding the foregoing provisions of this paragraph, if the Company determines that the associated tasks required to be performed by either the Company or the MSP cannot be completed to permit the switch to be effective on such next regularly scheduled meter reading or billing cycle date, the Effective Switch Date shall be the next subsequent regularly scheduled meter reading or billing cycle date after such tasks are completed.

An MSP shall provide Metering Service hereunder for only those of the Company's retail customers that are taking service under the Company's Rate RCDS and that authorize the MSP to provide such Metering Service. Notwithstanding the above, an MSP shall not provide Metering Service to any of the Company's retail customers for which a portion of such retail customer's electric power and energy requirements is supplied by the Company under the terms of a rate for bundled service.

(Continued on Sheet No. 206)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 205)

*

SWITCHING AND TERMINATION (CONTINUED)

SWITCHING METERING SERVICE PROVIDERS (CONTINUED).

The MSP shall warrant to the Company that it will expend its best efforts to submit DASRs only for retail customers eligible for this service.

To the extent that the Company receives and acts in accordance with DASRs, the Company shall be held harmless and shall not be liable to the MSP or the retail customer for any losses, damages, or other claims that the retail customer asserts against the MSP.

In the event that a retail customer taking service under Rate RCDS for which an MSP provides Metering Service elects to take or is transferred to service from the Company under the terms of a tariff for bundled service, the Company shall submit a DASR to the Company in accordance with the provisions of this section to provide for a switch from such MSP to the Company for the provision of metering service.

METER EXCHANGES.

The date of a meter's removal from or installation at a retail customer's premises to implement a switch in providers of metering service shall be defined herein as such meter's Meter Exchange Date. All Meter Exchange Dates for a retail customer must occur no later than five (5) business days prior to the Company's next regularly scheduled meter reading or billing cycle date after the Effective Switch Date for such retail customer.

Switch from the Company to the MSP

Except for any retail customer in the Over 10,000 kW Delivery Service Customer Class or Railroad Delivery Service Customer Class or in certain other circumstances, because of safety, reliability, or data integrity risks, which at the determination of the Company require the Company to remove Company-provided meters from the retail customer's premises, removal of the Company-provided meters from the retail customer's premises shall be the responsibility of the MSP as provided herein.

In circumstances in which a Company-provided meter is capable of having its meter readings obtained remotely, the Company and the MSP shall reasonably cooperate to ensure that any meter reading of any such meter to be removed during a switch to the MSP shall occur just prior to such removal of such meter.

(Continued on Sheet No. 207)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 206)

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SWITCHING AND TERMINATION (CONTINUED)

METER EXCHANGES (CONTINUED).

Switch from the Company to the MSP (Continued)

The MSP shall submit an exchange schedule or schedules to the Company. Each such schedule must be submitted to the Company by the close of business on the Thursday before the start of the workweek during which the meters will be exchanged. Each such schedule shall provide the Meter Exchange Dates and times for such workweek during which the removal of the Company-provided meters is to occur, and it shall provide identification of the specific meters to be removed on each date.

For any retail customer except those in the Over 10,000 kW Delivery Service Customer Class or Railroad Delivery Service Customer Class:

Single Day Switch

The Company shall read all the Company-provided meters at the retail customer's premises by noon on the Effective Switch Date. In accordance with the exchange schedule provided to the Company by the MSP, the Company shall read each Company-provided meter located at such premises just prior to its removal for Company-provided meters for which meter readings are able to be obtained remotely. The MSP shall also perform a visual reading of each Company-provided meter just prior to its removal. Except as provided in this Switch from the Company to the MSP subsection, the MSP shall remove all the Company-provided meters at the retail customer's premises after noon on the Effective Switch Date. After the removal of each such Company-provided meter, the MSP shall install a meter provided by the MSP. The MSP shall return to the Company at the MSP's expense all the Company-provided meters the MSP removed from such premises within five (5) business days after their removal from the premises. The MSP is responsible for such meters until they are returned to the Company, and such meters shall be returned to the Company in the condition they were in just prior to their removal from the retail customer's premises. Upon receipt of such meters, the Company shall reenergize any such meters for which meter readings were not able to be obtained remotely to obtain the raw meter usage data from such meters.

(Continued on Sheet No. 208)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 207)

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SWITCHING AND TERMINATION (CONTINUED)

METER EXCHANGES (CONTINUED).

Switch from the Company to the MSP (Continued)

Multiple Day Switch

The Company shall read all the Company-provided meters at the retail customer's premises by noon on the Effective Switch Date. Company-provided meters are to be removed on consecutive business days, beginning with the Effective Switch Date, until all such meters are removed from the premises. In accordance with the exchange schedule or schedules provided to the Company by the MSP, the Company shall read each Company-provided meter located at the premises just prior to its removal for Company-provided meters for which meter readings are able to be obtained remotely. The Company shall read any other Company-provided meter located at the retail customer's premises every fifth business day beginning with the Effective Switch Date until such meter's Meter Exchange Date. The MSP shall also perform a visual reading of each Company-provided meter just prior to its removal. Except as provided in this Switch from the Company to the MSP subsection, the MSP shall remove all the Company-provided meters on each such meter's Meter Exchange Date in accordance with the aforementioned exchange schedule or schedules. After the removal of each Company-provided meter, the MSP shall install a meter provided by the MSP. The MSP shall return to the Company at the MSP's expense all the Company-provided meters the MSP removed from such premises within five (5) business days after their removal from the premises. The MSP is responsible for such meters until they are returned to the Company, and such meters shall be returned to the Company in the condition they were in just prior to their removal from the retail customer's premises. Upon receipt of such meters, the Company shall reenergize any such meters for which meter readings were not able to be obtained remotely to obtain the raw meter usage data from such meters.

(Continued on Sheet No. 209)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 208)

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SWITCHING AND TERMINATION (CONTINUED)

METER EXCHANGES (CONTINUED).

Switch from the Company to the MSP (Continued)

For any retail customer in the Over 10,000 kW Delivery Service Customer Class or Railroad Delivery Service Customer Class:

The Company shall read all the Company-provided meters at the retail customer's premises by noon on the Effective Switch Date. Company-provided meters are to be removed on consecutive business days, beginning with the Effective Switch Date, until all such meters are removed from the premises. The MSP shall perform a visual reading of each Company-provided meter just prior to its removal. In accordance with the exchange schedule or schedules provided to the Company by the MSP, the Company shall read each Company-provided meter located at the premises just prior to its removal after which the Company shall remove and take possession of each such Company-provided meter. After the removal of each Company-provided meter, the MSP shall install a meter provided by the MSP.

Switch from the MSP to the Company

Except in certain circumstances, because of safety, reliability, or data integrity risks, which at the determination of the MSP require the MSP to remove MSP-provided meters from the retail customer's premises, removal of the MSP-provided meters from the retail customer's premises shall be the responsibility of the Company as provided herein.

In circumstances in which an MSP-provided meter is capable of having its meter readings obtained remotely, the Company and the MSP shall reasonably cooperate to ensure that any meter reading of any such meter to be removed during a switch to the Company shall occur just prior to such removal of such meter.

The Company shall submit an exchange schedule or schedules to the MSP. Each such schedule must be submitted to the MSP by the close of business on the Thursday before the start of the workweek during which the meters will be exchanged. Each such schedule shall provide the Meter Exchange Dates and times for such workweek during which the removal of the MSP-provided meters is to occur, and it shall provide identification of the specific meters to be removed on each date.

(Continued on Sheet No. 210)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 209)

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SWITCHING AND TERMINATION (CONTINUED)**METER EXCHANGES (CONTINUED).****Switch from the MSP to the Company (Continued)****Single Day Switch**

The MSP shall read all the MSP-provided meters at the retail customer's premises by noon on the Effective Switch Date. In accordance with the exchange schedule provided to the MSP by the Company, the MSP shall read each MSP-provided meter located at such premises just prior to its removal for MSP-provided meters for which meter readings are able to be obtained remotely. The Company shall also perform a visual reading of each MSP-provided meter just prior to its removal. Except as provided in this Switch from the MSP to the Company subsection, the Company shall remove all the MSP-provided meters at the retail customer's premises after noon on the Effective Switch Date. After the removal of each MSP-provided meter, the Company shall install a meter provided by the Company. The Company shall return to the MSP at the Company's expense all the MSP-provided meters the Company removed from such premises within five (5) business days after their removal from the premises. The Company is responsible for such meters until they are returned to the MSP, and such meters shall be returned to the MSP in the condition they were in just prior to their removal from the retail customer's premises. Upon receipt of such meters, the MSP shall reenergize any such meters for which meter readings were not able to be obtained remotely to obtain the raw meter usage data from such meters.

Multiple Day Switch

The MSP shall read all the MSP-provided meters at the retail customer's premises by noon on the Effective Switch Date. MSP-provided meters are to be removed on consecutive business days, beginning with the Effective Switch Date, until all such meters are removed from the premises. In accordance with the exchange schedule or schedules provided to the MSP by the Company, for any MSP-provided meter with a Meter Exchange Date that is the same as the Effective Switch Date for which meter readings are able to be obtained remotely and for any MSP-provided meter with a Meter Exchange Date that is different from the Effective Switch Date, the MSP shall read each such MSP-provided meter located at the premises just prior to its removal. The Company shall also perform a visual reading of each MSP-provided meter just prior to its removal. Except as provided in this Switch from the MSP to the Company subsection, the Company shall remove all the MSP-provided meters on each such meter's Meter Exchange Date in accordance with the aforementioned exchange schedule or schedules. The Company shall perform a visual reading of each such

(Continued on Sheet No. 211)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 210)

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SWITCHING AND TERMINATION (CONTINUED)**METER EXCHANGES (CONTINUED).****Switch from the MSP to the Company (Continued)****Multiple Day Switch (Continued)**

MSP-provided meter just prior to its removal. After the removal of each MSP-provided meter, the Company shall install a meter provided by the Company. The Company shall return to the MSP at the Company's expense all the MSP-provided meters the Company removed from such premises within five (5) business days after their removal from the premises. The Company is responsible for such meters until they are returned to the MSP, and such meters shall be returned to the MSP in the condition they were in just prior to their removal from the retail customer's premises. Upon receipt of such meters, the MSP shall reenergize any such meters for which the Meter Exchange Date is the same as the Effective Switch Date and for which meter readings were not able to be obtained remotely to obtain the raw meter usage data from such meters.

Switch From One MSP to Another MSP

The MSPs shall reasonably cooperate as necessary to ensure a timely switch from one MSP to the other MSP. Such switch shall also be made in a manner such that the Company is able to perform the billing, identification, and tracking of the Company's retail customers in accordance with the Company's standard practices, obligations, and rights provided in its Schedule of Rates, applicable tariffs on file with the FERC, and any other applicable tariffs and rules under which it provides service, as they may change from time to time.

DISCONTINUANCE OF SERVICE.**Discontinuance of Metering Service to the Retail Customer by the MSP**

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In the event that service under this tariff is to be terminated by the MSP with respect to any individual retail customer for which the MSP has been providing Metering Service, the MSP shall submit notification of such termination for each such retail customer through the submission of a DASR. Such termination of Metering Service for such retail customer shall be effective on the Company's next regularly scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the

(Continued on Sheet No. 212)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 211)

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SWITCHING AND TERMINATION (CONTINUED)**DISCONTINUANCE OF SERVICE (CONTINUED).****Discontinuance of Metering Service to the Retail Customer by the MSP (Continued)**

same timing requirements as provided in the Switching Metering Service Providers section of this Switching and Termination part. For circumstances in which no corresponding valid DASR is received by the Company from a different MSP to provide Metering Service to such retail customer, metering service shall be provided by the Company to such retail customer as of such effective date in accordance with the Company-Provided Metering Service subsection of the Metering Facilities section of the Metering part of Rate RCDS, Rider 6, Rider 7, and any other applicable tariffs, rules, and standard Company practices.

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Discontinuance of Rate MSPS Service to the MSP by the Company

In the event that the Company terminates service hereunder to the MSP due to the MSP's failure to meet its obligations described in the Term of Contract and Termination Provisions section of this Switching and Termination part, the Company shall arrange to provide metering service to the Company's retail customers that had been provided with Metering Service by such MSP in accordance with the Company-Provided Metering Service subsection of the Metering Facilities section of the Metering part of Rate RCDS, Rider 6, Rider 7, and any other applicable tariffs, rules, and standard Company practices. The Company shall also notify such retail customers that such MSP is no longer providing Metering Service to such retail customers in the Company's service territory.

Discontinuance of Service by the Retail Customer

In the event that a retail customer obtaining Metering Service from an MSP taking service hereunder informs the Company that it is terminating all tariffed services from the Company, the Company shall notify the MSP of such impending service termination date. The MSP shall read all the MSP-provided meters at the retail customer's premises by noon on such termination date after which the Company shall remove all the MSP-provided meters from such premises, and as applicable, disconnect service to and secure such metering installations at such premises. The Company shall return to the MSP, at the Company's expense, all the MSP-provided meters the Company removed from such premises within five (5) business days after their removal from the premises. For each MSP-provided meter removed from such premises, the MSP shall provide to the Company all meter usage data for the period from the time of the meter reading of each such meter on such termination date to the time such meter is physically removed from the premises.

(Continued on Sheet No. 213)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 212)

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SWITCHING AND TERMINATION (CONTINUED)**DISCONNECTION OF SERVICE.**

In the event that the Company disconnects service to the Company's retail customer receiving Metering Service from an MSP taking service hereunder, for other than in emergency circumstances, the Company shall obtain visual meter readings for all the MSP-provided meters at the retail customer's premises on such disconnection date after which the Company shall disconnect service to and secure such metering installations, as applicable, at such retail customer's premises. The Company shall then notify the MSP of such disconnection of service.

The Company reserves the right to disconnect any of the Company's retail customers for which the MSP is providing Metering Service if the Company does not receive payment for the tariffed services provided to such retail customer.

Under no circumstances shall the MSP disconnect any of the Company's retail customers for which the MSP is providing Metering Service if the MSP does not receive payment for any service provided by the MSP to any such retail customer.

TERM OF CONTRACT AND TERMINATION PROVISIONS.

For an MSP first taking service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of contract between the Company and the MSP shall be twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract shall be automatically renewed for a period of twelve (12) months.

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An MSP taking service hereunder shall have the right to terminate its contract and discontinue service hereunder at any time on at least sixty (60) days' written notice to the Company, provided that in the event of such termination, all amounts due the Company shall be timely paid, and such MSP shall not be eligible to take service hereunder for a period of twelve (12) consecutive months. In event of such termination by the MSP, the MSP must submit a DASR for each of the Company's retail customers for which the MSP had been providing Metering Service that notifies the Company that the MSP is terminating its provision of Metering Service for each such retail customer. Such termination for each such retail customer shall be in accordance with the Discontinuance of Metering Service to the Retail Customer by the MSP subsection of the Discontinuance of Service section of this Switching and Termination part.

(Continued on Sheet No. 214)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 213)

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SWITCHING AND TERMINATION (CONTINUED)

TERM OF CONTRACT AND TERMINATION PROVISIONS (CONTINUED).

In no event shall an MSP be allowed to elect to terminate service hereunder if it continues to provide Metering Service to any retail customer located in the Company's service territory, and any attempt by the MSP to terminate service hereunder under such circumstances will be ineffective.

The Company shall have the right to immediately and without prior notice terminate its contract and discontinue service hereunder if the MSP fails to maintain its status as a certified MSP or has such status suspended.

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In addition, the Company shall have the right to immediately and without prior notice terminate its contract and discontinue service hereunder if the MSP (i) knowingly provided incorrect meter usage data to the Company, or (ii) engaged in alteration or manipulation of metering or other electric facilities causing incorrect registration of electric usage, or (iii) altered, modified, operated, changed, or otherwise accessed the Company's equipment except as provided in the Equipment Demarcation subsection of the Equipment and Equipment Demarcation section of the Metering part of this tariff.

In addition, the Company shall have the right to terminate its contract and discontinue service hereunder if the MSP: (i) fails to abide by the continuing obligations of this tariff, or (ii) fails to abide by any other obligation, term, or conditions of this rate or other applicable tariff on file with the ICC or the FERC, or (iii) fails to abide by any provision of its Rate MSPS Contract with the Company, and such failure continues for a period of fourteen (14) days after the MSP is sent written notice by the Company of such failure.

The Company's rights to discontinue service hereunder pursuant to the above paragraphs are in addition to such other rights as the Company has under applicable laws, rules, regulations, and practices relating to the reliability and security of electric power facilities and the health, welfare, and safety of the Company or MSP personnel or the public, and shall not limit the Company's rights under any such laws, rules, regulations, and practices.

(Continued on Sheet No. 215)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 214)

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DISPUTE RESOLUTION

Disputes between the Company and an MSP and/or a retail customer that involve the performance, breach, or alleged breach of any obligation under this rate, or under any rider applicable to this rate, or any contract entered into under this rate or applicable rider, may be resolved through applicable alternative dispute resolution procedures as provided in the Company's Alternative Dispute Resolution Procedures, copies of which are maintained by the Company in its public files and which are available for inspection at the Company's business offices that are designated as bill payment centers.

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MISCELLANEOUS GENERAL PROVISIONS

The Company reserves the right to provide for emergency disconnection of electric service to the Company's retail customer at the request of fire or police agencies, or in the event the Company is otherwise notified of imminent physical danger to such retail customer's premises, structures or facilities located at such premises, or individuals located at such premises, and the disconnection of electric service is necessary to alleviate such danger.

The Company reserves the right to perform emergency action that may require the removal or modification of the MSP-provided equipment. Such action may occur: (i) at the request of fire or police agencies; or (ii) in the event the Company is otherwise notified of imminent physical danger to any retail customer's premises, structures or facilities located at such premises, or individuals located at such premises and the removal or modification of the MSP-provided equipment is necessary to alleviate such danger. In such circumstances, the Company shall notify the MSP of the actions taken within one (1) business day of their occurrence, and the MSP shall be responsible to the Company for costs the Company incurred in taking such actions.

The MSP shall take reasonable measures to ensure that MSP-provided meters can be read by the Company in the event that the MSP cannot meet its continuing obligations under this tariff.

The Company, the MSP, and any of either of their subcontractors, have the obligation to reasonably cooperate in the detection of theft of electric service and investigation of meter tampering.

(Continued on Sheet No. 216)

RATE MSPS – METERING SERVICE PROVIDER SERVICE

(Continued from Sheet No. 215)

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MISCELLANEOUS GENERAL PROVISIONS (CONTINUED)

The Company shall not be liable for any act, omission, promise, or representation of any MSP that takes service hereunder or that provides or promises or represents that it will provide Metering Service in the Company's service territory. The Company shall not be liable to any retail customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

The MSP is not an agent of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.

An MSP may employ qualified agents to act on its behalf in the provision of Metering Service. The MSP shall be responsible for each act of such agent or agents taken in its name, regardless of whether that act was authorized by the MSP. Employing an agent shall not relieve the MSP of any obligation under this tariff or any other applicable tariff or contract.

The Schedule of which this tariff is a part includes general Terms and Conditions and other rates and riders. Service hereunder is subject to these Terms and Conditions and applicable rates and riders. The MSP shall abide by the provisions of any applicable tariffs or contracts with the Company under which the Company provides the MSP with services.